

STANDARD LOAN AGREEMENT

FOR OUTGOING COLLECTION MATERIALS

BORROWER INFORMATION

Borrowing Institution:

Address:

Primary Contact:

 Telephone:

 Email:

Shipping Address:

LENDER INFORMATION

Harvard Library Repository: Frances Loeb Library

Address: 48 Quincy Street, Cambridge, MA, 02138, USA

Primary Contact: Ann Whiteside

 Telephone: 617-861-7460

 Email: awhiteside@gsd.harvard.edu

Secondary Contact: Claudia Lewis

 Telephone: 617-496-0984

 Email: claudia\_lewis@gsd.harvard.edu

EXHIBITION INFORMATION

Title of Exhibition:

Dates of Loan:     to

Dates of Exhibition:      to

Primary Venue:

Total Number of Works Requested:

REQUESTED WORK Item 1 of

Other ID #:

Title of Work:

Date of Work:

Overall Dimensions: Item: H=     " x W=     "

Display Dimensions: Frame: H=     " x W=     " x D=     "

Additional Information:

REQUESTED WORK Item 2 of

Other ID #:

Title of Work: Drawing:

Date of Work:

Overall Dimensions: Item: H=     " x W=     "

Display Dimensions: Frame: H=     " x W=     " x D=     "

Additional Information:

REQUESTED WORK Item 3 of

Other ID #:

Title of Work: Drawing:

Date of Work:

Overall Dimensions: Item: H=     " x W=     "

Display Dimensions: H=     "x W=     " x D=     "

Additional Information:

SPECIAL LOAN CONDITIONS

Insurance Value:

Credit Line for Labels and Publications: Courtesy of Frances Loeb Library, Harvard University Graduate School of Design

GENERAL CONDITIONS

Hereinafter, the term “Borrower” refers to the Borrowing Institution as stated above. The term “Lender” refers to the President and Fellows of Harvard College acting through the specific Harvard Library Repository as stated above.

The Borrower agrees to all the terms and conditions in this loan agreement. This agreement supersedes any and all conditions proposed or otherwise set forth in any loan agreement proposed by the Borrower.

The Lender reserves the right to withdraw any one or more Requested Work(s) if the conditions set forth herein are not met, or if there are damages, changes in condition, or other circumstances which warrant such withdrawal.

*Credit*

The Borrower will credit each object as specified above.

*Exhibition Period*

The Lender understands that Requested Work(s) will be on view during the entire exhibition period at venue(s) indicated above. No works can be stored beyond the stated loan period without Lender approval. The Borrower will contact the Lender Primary Contact immediately if, at any time, they intend to withdraw works from exhibition.

The Borrower will submit any request for changes in exhibition dates, venues, or conditions to the Lender in advance and in writing. After review, the Lender will approve or deny the request in writing.

*Third-Party and Multiple Venue Loans*

The Borrower will not engage in third-party loans. If the Lender has approved the travel of loans to more than one venue, the Borrower will bear responsibility throughout the loan period and will ensure that venues are advised of and comply with all conditions in this agreement and any additional requirements stated in writing by the Lender to the Borrower. The Borrower will provide the Lender with facilities reports for each additional venue and each facilities report will be approved in writing by the Lender.

*Insurance and Immunity*

The Borrower will maintain, at its own cost and expense, all risk fine arts wall-to-wall insurance covering the Requested Work(s) against direct physical loss or damage in an amount equal the value(s) stated above from the time the Requested Work(s) leave Harvard Library until they are returned to Harvard Library. The Requested Work(s) will be insured on the Borrower’s policy at the value(s) set forth above and insured against direct physical loss or damage. Such insurance may be subject to exclusions applicable to loss resulting from wear and tear; gradual deterioration or inherent vice; moths, vermin, or rodents; any repairing, restoration, or retouching process; hostile or warlike action, insurrection, rebellion, revolution or civil war (not including terrorism); nuclear reaction, nuclear radiation or radioactive contamination; actions taken by governmental authority; or risks of contraband or illegal transportation or trade, but may not be subject to any other exclusions without prior written consent of the Lender. The insurance policy providing such coverage shall be issued by an insurance company with A.M. Best Company financial strength rating/financial size category of A-:X or better and shall name “President and Fellows of Harvard College” as an additional insured.

The Borrower will provide a certificate of insurance evidencing such insurance at least 30 days prior to the shipment of the Requested Work(s) unless otherwise agreed to by the Lender in writing. Acceptance of delivery of such certificate by the Lender does not constitute approval or agreement by the Lender that the insurance requirements have been met. The Borrower will notify the Lender in writing at least 30 days prior to the cancellation or non-renewal of the required insurance, or any material change that will result in non-compliance with the above specifications. The Borrower’s failure to secure and maintain insurance as required in this agreement, and/or any inaction by the Lender with regard to notice of such failure, will not release the Borrower from liability for loss or damage to the Requested Work(s). If the Borrower fails to secure and maintain said insurance, the Borrower will, nevertheless, be required to respond financially in case of loss or damage as if said insurance were in effect.

The Borrower will apply for and obtain Immunity from Seizure when laws governing the exhibition venue provide such protection. The Lender must receive documentation confirming that application is completed and protection is in effect at least 30 days prior to shipment.

*Facilities Reports*

The Borrower will be required to provide information on the facility in which the items will be stored or displayed in such format as required by the Lender. Once submitted to the Lender Primary Contact, the Borrower will ensure the items are kept in the facilities and in the conditions as set forth in the Facilities Report or as otherwise specified in the SPECIAL LOAN CONDITIONS above.

*Shipping & Transportation*

The Lender Primary Contact will determine final transportation requirements. The Borrower will consult with and obtain written approval from the Lender Primary Contact before finalizing any shipping arrangements including transportation, customs formalities and shipments between venues. The Borrower agrees to pay all shipping costs.

*Couriers*

The Lender reserves the right to determine at any time before or during the loan period that a courier is required. The Borrower is responsible for all courier costs incurred, including courier fees, travel expenses, and per diems. See SPECIAL LOAN CONDITIONS for courier requirements.



*Packing, Unpacking, Storage & Handling*

The Lender will determine the appropriate means of packing the loan items and will approve in writing all crating and packing arrangements. The Borrower will keep the original Lender crate(s) and packing materials for shipment, and the loan will be repacked using the same protective methods and materials. Crates will be stored in appropriate environmental conditions and ensure that the crate interiors have acclimatized to the required temperature and relative humidity (RH) before repacking. If the crate or packing materials have been damaged during transit, the Borrower will notify the Lender Primary Contact within 24 hours.

Only specially trained Borrower staff (no interns or volunteers) may unpack, repack and handle the Requested Work(s). Commercial firms, if used, will be approved in advance by the Lender Primary Contact and supervised at all times by the Borrower’s staff.

Requested Work(s) will be unpacked and installed in clean, secure areas where temperature and humidity is maintained at the required level (see SPECIAL LOAN CONDITIONS: Specific Requirements). Temperature and humidity controls will operate on a 24 hours per day, 7 days per week basis. Any fluctuations in temperature and humidity beyond the required level will be reported to the Lender Primary Contact within 24 hours. All sources of direct daylight or strong artificial light in the galleries where the Requested Work(s) are installed will be covered.

The Borrower agrees to exercise the same care and handling with the loan item as it does in the safekeeping of comparable property of its own. Each object will remain in the same condition in which it was received. The Borrower agrees to follow all special handling, installation, and packing instructions set forth in this agreement or as otherwise directed in writing by the Lender.

*Smoking, food, and drink*

Smoking, is strictly forbidden in receiving, holding, and storage areas where Requested Work(s) and/or packing materials are located. Closed receptions with food and drink in the gallery space are permitted. Closed receptions require constant monitoring of the gallery during the event and good housekeeping practices. Food and drink must not be within 5 feet of exhibition cases. All trash must be removed from the gallery within 2 hours of the event. Floors must be swept within 24 hours of the event. No food or drink is permitted in receiving, holding, and storage areas at the time loans are present or being handled. For certain works, the Lender may require that eating and drinking be forbidden in galleries (see SPECIAL LOAN CONDITIONS.)

*Condition Reports*

The Lender will provide a condition report for the Requested Work(s). The report will be annotated by the Borrower (and the Lender representative, if present) upon unpacking and examination of the works and directly before re-packing at each venue. The Borrower will advise the Lender Primary Contact of any change in condition within 24 hours of such change. The condition report will be returned with the Requested Work(s).

The Borrower may not inspect, examine, study, or analyze objects by use of infrared or ultraviolet light or any other such means without written permission of the Lender.



*Installation*

No Requested Work(s) will be unpacked or installed until all construction, painting, and preparation activities in the galleries have been completed. All painted, printed, coated, and adhered surfaces will have sufficient drying time to prevent damage to collections from off-gassing.

The Borrower will use hanging hardware (D-rings and security plates for framed works on paper and paintings) and special mounts provided by the Lender for installation (see SPECIAL LOAN CONDITIONS; Special Requirements). Please contact the Lender well in advance to discuss mounting and installation requirements for 3-D works.

The Borrower is responsible for ensuring the Requested Work(s) will remain in the condition in which it is received. The Borrower will not remove any works from their frames, mounts, or pedestals or alter an object in any way. The Borrower will not re-mat, overglaze, substitute acrylic glazing for glass, or glass for acrylic glazing. Works may not be placed in direct or reflected sunlight, fluorescent light (unless fluorescent fixtures have been fitted with ultra-violet resistant filters), strong incandescent or halogen light, or any other strong artificial illumination; in proximity to heating, cooling, humidification or ventilation outlets; near water pipes or sprinklers or radiators or other sources of possible moisture damage.

*Security*

Works must be continuously monitored. Such requirement can be met by stationing a live person at all public entrances and exits, the use of patrolling guards, or by constant video surveillance monitored on a 24 hour basis by a live person. Fire detection/prevention and security systems will operate on a 24 hours, 7 days per week basis. The Lender may require that works be secured by alarm or exhibited in alarmed locked cases. The Borrower will maintain constant and adequate protection of the works from the hazards of fire, theft, or mishandling. The Lender may require security escorts for certain loans during transits to, from, and between venues at the Borrower’s expense. The Lender may require that additional security be hired for certain loans so that continuous view of a guard at all times during public hours. Any additional requirements are stated the SPECIAL LOAN CONDITIONS above.

*Photography & Reproduction*

Photography of the Requested Work(s) by any means including filming, taping, digitizing, televising or exposing objects on television is not permissible.

The Borrower will obtain all photographic materials and permission for their use by sending a separate request to the Lender; it is helpful to note that it is related to a loan request. Images of the works may not be used on the internet, to create postcards, invitations, posters, products, or any other purpose without requesting and receiving the Lender’s prior written permission.

*Catalogues*

If a catalogue will be published in conjunction with this exhibition, the Borrower will send two (2) copies of the publication to the Lender Primary Contact.

*Emergency*

In case of loss, damage, theft, evidence of insect infestation or any other emergency affecting the objects or their support systems, whether in transit or on the Borrower’s premises, the Borrower will immediately notify the Lender Primary Contact followed by a written report of the circumstances, including images. The Borrower will take all steps necessary to halt or minimize damage to the Lender’s works. The Borrower will save all packing material for inspection. The Borrower will not attempt to conserve, repair, clean or fumigate objects without the Lender’s prior written consent.



*Loan Costs*

The Borrower is solely responsible for the care and security of the item(s) and for all costs and expenses related to the loan, including but not limited to all loan fees, expenses incurred by the Lender or other expenses relating to conservation, exhibition preparation, packing, crating, transport, insurance, and photography. If works travel to other venues, the Borrower will be responsible for any costs incurred there as well. The Lender may require advance payment for such costs.

If the Borrower cancels the loan, any expenses already incurred will be billed to the Borrower. The Lender may require advance payment for such costs.

*Indemnity*

The Borrower shall indemnify and hold harmless the Lender and its trustees, officers, employees and agents, against any and all claims, losses, liabilities and expenses (including reasonable attorney’s fees and expenses) arising out of or related to any act or omission of the Borrower or its agents in connection with the exhibition at the Borrower’s site.

*Jurisdiction; Non-assignability*

This agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Neither party’s rights nor obligations hereunder may be assigned except with the other’s written consent. Subject to the foregoing, this agreement will be binding on and inure to the benefit of the parties and their successors and assigns.

ALL CONDITIONS OF LOAN AGREED TO AND ACCEPTED BY:

Borrowing Institution:

Signature: Date:

Name (Print):­       Title:

Harvard Library Repository: Frances Loeb Library

Signature: Date:

Name (Print):­ Ann Baird Whiteside Title: Librarian/Assistant Dean for Information Services